



1FW 2155

Patent  
Attorney's Docket No. 0023-0216

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of	)	
	)	
Theron Tock et al.	)	Group Art Unit: 2155
	)	
Application No.: 09/706,181	)	Examiner: David R. Lazaro
	)	
Filed: November 3, 2000	)	
	)	
For: METHOD AND SYSTEM	)	
FOR REQUESTING AND	)	
PROVIDING CONTENT FROM	)	
SERVER TO CLIENT VIA AN	)	
INTERMEDIARY SERVER	)	

**LETTER RE POWER OF ATTORNEY  
AND STATEMENT UNDER 37 C.F.R. 3.73(b)**

U.S. Patent and Trademark Office  
Customer Service Window, Mail Stop  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

Sir:

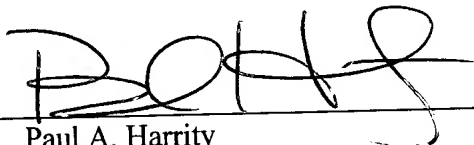
Submitted herewith is a Power of Attorney, Exhibit A to Power of Attorney, Statement under 37 C.F.R. 3.73 (b) and copies of documents establishing chain of title as filed in the U.S. Patent and Trademark Office for the above-identified patent application.

The Commissioner is hereby authorized to charge any other appropriate fees that may be required by this paper that are not accounted for above, and to credit any overpayment, to Deposit Account No. 50-1070.

Respectfully submitted,

HARRITY & SNYDER, L.L.P.

By:

  
Paul A. Harrity  
Reg. No. 39,574

11240 Waples Mill Road  
Suite 300  
Fairfax, Virginia 22030  
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Customer Number: 44987

Date: January 19, 2005



PTO/SB/81 (11-04)

Approved for use through 11/30/2005. OMB 0651-0035  
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Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

# POWER OF ATTORNEY and CORRESPONDENCE ADDRESS INDICATION FORM

Application Number	Attachment: EXHIBIT A
Filing Date	
First Named Inventor	
Title	
Art Unit	
Examiner Name	
Attorney Docket Number	

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

☒ Practitioners associated with the Customer Number:

44987

OR

☐ Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

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<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone	Fax		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature		Date	1/13/05
Name	Mitchell Gaynor	Telephone	(408) 745-2384
Title and Company	Vice President, Juniper Networks, Inc.		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ \*Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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# EXHIBIT A TO POWER OF ATTORNEY

H&S Ref. No.	Juniper Ref. No.	Serial No.	Filing Date
0023-0001	JNP-0021	09/706,752	11/7 /2000
0023-0003	JNP-0023	09/749,585	12/28/2000
0023-0004	JNP-0024	09/751,841	1 /2 /2001
0023-0008	JNP-0035	09/859,581	5 /18/2001
0023-0009	JNP-0037	09/879,176	6 /13/2001
0023-0010	JNP-0038	10/358,274	2 /5 /2003
0023-0012	JNP-0040	09/745,743	12/26/2000
0023-0014	JNP-0068	09/751,454	1 /2 /2001
0023-0016	JNP-0045	09/716,352	11/21/2000
0023-0020	JNP-0057	09/751,449	1 /2 /2001
0023-0026	JNP-0055	09/752,828	1 /3 /2001
0023-0027	JNP-0069	09/752,827	1 /3 /2001
0023-0029	JNP-0075	10/417,196	4 /17/2003
0023-0030	JNP-0067	09/942,630	8 /31/2001
0023-0032	JNP-0065	09/985,683	11/5 /2001
0023-0033	JNP-0064	09/942,625	8 /31/2001
0023-0035	JNP-0062	09/984,315	10/29/2001
0023-0036	JNP-0080	09/895,218	7 /2 /2001
0023-0037	JNP-0089	09/795,454	3 /1 /2001
0023-0038	JNP-0088	09/905,068	7 /16/2001
0023-0039	JNP-0086	09/931,045	8 /17/2001
0023-0040	JNP-0084	09/966,094	10/1 /2001
0023-0041	JNP-0087	09/955,122	9 /19/2001
0023-0042	JNP-0085	09/991,109	11/26/2001
0023-0043	JNP-0093	09/942,623	8 /31/2001
0023-0044	JNP-0091	09/967,943	10/2 /2001
0023-0045	JNP-0058	10/202,394	7 /25/2002
0023-0046	JNP-0059	10/206,997	7 /30/2002
0023-0047	JNP-0060	10/206,993	7 /30/2002
0023-0048	JNP-0095	09/984,325	10/29/2001
0023-0049	JNP-0113	10/050,106	1 /18/2002
0023-0050	JNP-0094	10/050,107	1 /18/2002
0023-0051	JNP-0092	09/986,019	11/7 /2001

# EXHIBIT A TO POWER OF ATTORNEY

H&S Ref. No.	Juniper Ref. No.	Serial No.	Filing Date
0023-0052	JNP-0102	10/087,826	3 /5 /2002
0023-0053	JNP-0108	10/120,380	4 /12/2002
0023-0054	JNP-0114	10/152,006	5 /22/2002
0023-0055	JNP-0118	10/062,424	2 /5 /2002
0023-0056	JNP-0123	09/985,676	11/5 /2001
0023-0057	JNP-0120	10/193,194	7 /12/2002
0023-0058	JNP-0076	10/207,006	7 /30/2002
0023-0059	JNP-0116	10/092,532	3 /8 /2002
0023-0060	JNP-0115	10/208,008	7 /31/2002
0023-0061	JNP-0061	10/207,008	7 /30/2002
0023-0062	JNP-0127	10/024,553	12/21/2001
0023-0063	JNP-0107	10/102,951	3 /22/2002
0023-0064	JNP-0129	10/102,960	3 /22/2002
0023-0065	JNP-0130	10/102,932	3 /22/2002
0023-0066	JNP-0131	10/102,961	3 /22/2002
0023-0067	JNP-0132	10/102,931	3 /22/2002
0023-0068	JNP-0133	10/102,933	3 /22/2002
0023-0069	JNP-0134	10/102,958	3 /22/2002
0023-0070	JNP-0090	10/120,443	4 /12/2002
0023-0071	JNP-0077	10/206,998	7 /30/2002
0023-0072	JNP-0078	10/207,001	7 /30/2002
0023-0073	JNP-0079	10/207,002	7 /30/2002
0023-0074	JNP-0128	10/206,991	7 /30/2002
0023-0075	JNP-0101	10/206,990	7 /30/2002
0023-0076	JNP-0111	10/290,311	11/8 /2002
0023-0077	JNP-0117	10/192,859	7 /11/2002
0023-0078	JNP-0122	10/098,493	3 /18/2002
0023-0079	JNP-0310	10/419,798	4 /22/2003
0023-0080	JNP-0136	10/058,142	1 /29/2002
0023-0081	JNP-0149	10/128,255	4 /24/2002
0023-0082	JNP-0150	10/120,610	4 /12/2002
0023-0083	JNP-0151	10/092,509	3 /8 /2002
0023-0085	JNP-0170	10/193,212	7 /12/2002
0023-0086	JNP-0171	10/261,929	10/2 /2002
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H&S Ref. No.	Juniper Ref. No.	Serial No.	Filing Date
0023-0089	JNP-0207	10/234,455	9 /5 /2002
0023-0090	JNP-0205	10/197,484	7 /18/2002
0023-0091	JNP-0177	10/241,478	9 /12/2002
0023-0092	JNP-0160	10/241,759	9 /12/2002
0023-0093	JNP-0210	10/219,819	8 /16/2002
0023-0094	JNP-0213	10/659,739	9 /11/2003
0023-0095	JNP-0214	10/355,243	1 /31/2003
0023-0096	JNP-0162	10/424,794	4 /29/2003
0023-0097	JNP-0215	10/298,552	11/19/2002
0023-0098	JNP-0202	10/283,216	10/30/2002
0023-0099	JNP-0226	10/667,978	9 /23/2003
0023-0100	JNP-0178	10/223,328	8 /20/2002
0023-0102	JNP-0182	10/300,639	11/21/2002
0023-0103	JNP-0222	10/227,835	8 /27/2002
0023-0104	JNP-0219	10/241,686	9 /12/2002
0023-0105	JNP-0161	10/298,606	11/19/2002
0023-0106	JNP-0225	10/355,239	1 /31/2003
0023-0107	JNP-0224	10/378,858	3 /5 /2003
0023-0108	JNP-0227	10/355,244	1 /31/2003
0023-0109	JNP-0212	10/378,868	3 /5 /2003
0023-0110	JNP-0165	10/374,712	2 /27/2003
0023-0111	JNP-0232	10/310,778	12/6 /2002
0023-0112	JNP-0235	10/338,678	1 /9 /2003
0023-0114	JNP-0238	09/237,128	1 /25/1999
0023-0115	JNP-0240	09/336,090	6 /18/1999
0023-0116CON1	JNP-0004-01	10/081,048	2 /20/2002
0023-0118	JNP-0007	09/354,640	7 /15/1999
0023-0120	JNP-0239	09/336,229	6 /18/1999
0023-0123DIV1	JNP-0242.01	10/665,349	9 /22/2003
0023-0124	JNP-0295	10/361,626	2 /11/2003
0023-0125	JNP-0245	10/825,174	4 /16/2004
0023-0126	JNP-0296	10/354,118	1 /30/2003
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H&S Ref. No.	Juniper Ref. No.	Serial No.	Filing Date
0023-0129CIP	JNP-0185.01	10/033,383	10/24/2001
0023-0130	JNP-0186	09/974,030	10/10/2001
0023-0131	JNP-0187	09/974,332	10/10/2001
0023-0132	JNP-0188	09/974,093	10/10/2001
0023-0133	JNP-0190	09/841,031	4 /24/2001
0023-0134	JNP-0191	09/798,437	3 /2 /2001
0023-0135	JNP-0191.01	09/800,397	3 /5 /2001
0023-0136	JNP-0192	09/715,992	11/16/2000
0023-0137	JNP-0193	09/939,129	8 /24/2001
0023-0138	JNP-0194	10/099,470	3 /12/2002
0023-0139	JNP-0195	10/072,625	2 /6 /2002
0023-0140	JNP-0196	09/999,790	10/25/2001
0023-0142	JNP-0198	10/032,622	10/25/2001
0023-0143	JNP-0199	09/999,793	10/25/2001
0023-0144	JNP-0200	10/096,329	3 /11/2002
0023-0145	JNP-0201	10/096,074	3 /11/2002
0023-0146	JNP-0216	10/120,968	4 /10/2002
0023-0147	JNP-0294	10/429,781	5 /6 /2003
0023-0148	JNP-0299	10/382,863	3 /7 /2003
0023-0149	JNP-0300	10/405,341	4 /3 /2003
0023-0150CON1	JNP-0020.01	10/920,237	8 /18/2004
0023-0151	JNP-0003.01	10/310,462	12/4 /2002
0023-0154	JNP-0017	09/534,838	3 /24/2000
0023-0155	JNP-0072	10/017,719	12/14/2001
0023-0156	JNP-0121	10/211,635	8 /2 /2002
0023-0157	JNP-0126	09/990,204	11/21/2001
0023-0158	JNP-0147	09/990,077	11/21/2001
0023-0159	JNP-0125	10/063,216	3 /29/2002
0023-0160	JNP-0217	10/359,218	2 /6 /2003
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0023-0162	JNP-0159	10/080,865	2 /21/2002
0023-0162CIP	JNP-0159.01	10/431,395	5 /8 /2003

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0023-0165	JNP-0013	09/448,124	11/24/1999
0023-0166	JNP-0014	09/466,864	12/17/1999
0023-0167	JNP-0015	09/470,565	12/22/1999
0023-0168	JNP-0211	10/856,852	6 /1 /2004
0023-0169	JNP-0246	10/857,018	6/1/2004
0023-0170	JNP-0306	10/359,215	2 /6 /2003
0023-0171	JNP-0143	10/063,358	4 /15/2002
0023-0172	JNP-0248	10/890,383	7 /14/2004
0023-0173	JNP-0247	10/887,081	7 /9 /2004
0023-0174	JNP-0308	10/608,215	6 /30/2003
0023-0175	JNP-0124	10/848,574	5 /19/2004
0023-0176	JNP-0237	10/947,314	9 /23/2004
0023-0177	JNP-0319	10/460,158	6 /13/2003
0023-0180	JNP-0328	10/751,539	1 /6 /2004
0023-0181	JNP-0332	10/716,484	11/20/2003
0023-0182	JNP-0329	10/791,743	3 /4 /2004
0023-0183	JNP-0228	10/681,259	10/9 /2003
0023-0186	JNP-0339	10/863,772	6 /9 /2004
0023-0188	JNP-0340	10/766,962	1 /30/2004
0023-0189	JNP-0350	10/860,016	6 /4 /2004
0023-0190	JNP-0349	10/883,655	7 /6 /2004
0023-0191	JNP-0345	10/876,625	6 /28/2004
0023-0192	JNP-0346	10/876,624	6 /28/2004
0023-0193	JNP-0347	10/912,041	8 /6 /2004
0023-0194	JNP-0377	10/934,558	9 /7 /2004
0023-0195	JNP-0379	10/917,338	8 /13/2004
0023-0196CON1	JNP-0351.01	10/765,677	1 /26/2004
0023-0199	JNP-0325	10/186,239	6 /26/2002
0023-0200	JNP-0353	09/658,424	9 /8 /2000
0023-0202	JNP-0354	09/967,893	9 /27/2001
0023-0203	JNP-0355	10/112,924	3 /28/2002
0023-0204	JNP-0356	09/967,878	9 /28/2001
0023-0205CON1	JNP-0357.01	10/893,283	7 /19/2004



# EXHIBIT A TO POWER OF ATTORNEY

H&S Ref. No.	Juniper Ref. No.	Serial No.	Filing Date
0023-0207	JNP-0358	10/402,920	3 /28/2003
0023-0208	JNP-0359	10/407,823	4 /4 /2003
0023-0209	JNP-0360	10/072,683	2 /8 /2002
0023-0210	JNP-0361	10/961,075	10/12/2004
0023-0211	JNP-0362	10/976,311	10/29/2004
0023-0212	JNP-0363	10/976,026	10/29/2004
0023-0214	JNP-0365	10/765,676	1 /26/2004
0023-0215	JNP-0366	10/456,354	6 /5 /2003
0023-0216	JNP-0367	09/706,181	11/3 /2000
0023-0217	JNP-0368	09/706,182	11/3 /2000
0023-0218	JNP-0369	09/706,297	11/3 /2000
0023-0219	JNP-0370	09/706,296	11/3 /2000
0023-0220	JNP-0371	10/060,792	1 /29/2002
0023-0221	JNP-0372	10/060,525	1 /29/2002
0023-0222	JNP-0373	10/410,619	4 /8 /2003
0023-0223	JNP-0380	10/937,381	9 /10/2004
0023-0226	JNP-0392	10/971,687	10/25/2004
0023-0227	JNP-0391	10/970,735	10/22/2004
0023-0229	JNP-0393	10/985,016	11/10/2004
0023-0230	JNP-0403	10/990,338	11/17/2004
0023-0232	JNP-0402	10/990,347	11/17/2004
0023-0233	JNP-0394	10/988,835	11/16/2004
0023-0234	JNP-0397	10/990,352	11/17/2004
0023-0235	JNP-0396	10/990,349	11/17/2004
0023-0236	JNP-0400	10/984,903	11/10/2004
0023-0237	JNP-0405	10/986,159	11/12/2004

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Theron Tock et al.

Application No./Patent No.: 09/706,181

Filed/Issue Date: November 3, 2000

Entitled: METHOD AND SYSTEM FOR REQUESTING AND PROVIDING CONTENT FROM  
SERVER TO CLIENT VIA AN INTERMEDIARY SERVER

Juniper Networks, Inc., a corporation

(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_, Frame \_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Theron Tock and Sampath Srinivas To: Danastreet Internet, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 011264, Frame 0894, or for which a copy thereof is attached.
2. From: Danastreet Internet, Inc. To: Danastreet Technologies, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_, Frame \_\_, or for which a copy thereof is attached.
3. From: Danastreet Technologies, Inc. To: Neoteris, Inc.  
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4. From: Neoteris, Inc. To: NetScreen SSL, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_, Frame \_\_, or for which a copy thereof is attached.
5. From: NetScreen SSL, Inc. To: NetScreen Technologies, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_, Frame \_\_, or for which a copy thereof is attached.
6. From: NetScreen Technologies, Inc. To: Juniper Networks, Inc.  
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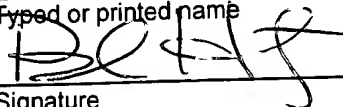
☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

January 19, 2005  
Date

Paul A. Harrity  
Typed or printed name

  
Signature

Attorney for Assignee  
Title

**ASSIGNMENT DOCUMENTS**

**FROM DANASTREET INTERNET, INC. TO  
DANASTREET TECHNOLOGIES, INC.**

Inventor(s): DANASTREET INTERNET, INC.

Appln. No.: 09/706,181; 09/706,182;  
09/706,297 and 09/706,296

Working Atty: PAH

Date: November 18, 2004

Docket No.: 0023-0216; 0023-0217; 0023-0218  
and 0023-0219

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The following was/were received in the U.S. Patent and Trademark Office on the date stamped hereon:

- ☒ Check for \$ 160.00 is enclosed
- ☒ Assignment Recordation (PTO-1595)
- ☒ Copy of Amended and Restated Certificate of Incorporation (Change of Name) 15 pages.

**CUSTOMER NUMBER: 44987**



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
RECORDATION FORM COVER SHEET  
PATENTS ONLY

Attorney's Docket Nos. 0023-0216; 0023-0217; 0023-0218 and 0023-0219

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):  
DANASTREET INTERNET, INC.Additional name(s) of conveying party(ies) attached?  
☐ Yes ☒ No3. Nature of conveyance:  
☐ Assignment ☐ Merger  
☐ Security Agreement ☒ Change of Name

Other:

Execution Date: April 20, 2001

2. Name and address of receiving party(ies):

Name: DANASTREET TECHNOLOGIES, INC.

Address: 3443 Georgetown Place  
Santa Clara, CA 95051Additional name(s) & address(es) attached?  
☐ Yes  
☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) 09/706,181  
09/706,182  
09/706,297  
09/706,296Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence should be mailed:

Name: Paul A. Harrity

Address: HARRITY & SNYDER, L.L.P.  
11240 Waples Mill Road  
Suite 300  
Fairfax, Virginia 22030

CUSTOMER NUMBER: 44987

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41): \$160.00

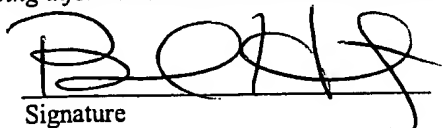
☒ Enclosed☐ Authorization to be charged to deposit account, if necessary.

8. Deposit account number:

50-1070

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*Paul A. Harrity  
Name of Person SigningReg. No. 39,574  
SignatureNovember 18, 2004  
DateTotal number of pages including cover sheet, attachments, and document: 16

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U.S. Patent and Trademark Office  
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Arlington, Virginia 22202

State of Delaware  
Office of the Secretary of State

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PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "DANASTREET INTERNET, INC.", CHANGING ITS NAME FROM "DANASTREET INTERNET, INC." TO "DANASTREET TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF APRIL, A.D. 2001, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

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010193551

AUTHENTICATION: 1095837

DATE: 04-24-01

AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION

OF

DANASTREET INTERNET, INC.

The undersigned, Krishna Kolluri, hereby certifies that:

1. He is the duly elected and acting Chief Executive Officer of DanaStreet Internet, Inc., a Delaware corporation.
2. The Certificate of Incorporation of this corporation was originally filed with the Secretary of State of Delaware on June 16, 2000.
3. The Certificate of Incorporation of this corporation shall be amended and restated to read in full as follows:

ARTICLE I

"The name of this corporation is DanaStreet Technologies, Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV

(A) Reverse Stock Split. Upon the effective date of the filing of this Amended and Restated Certificate of Incorporation, each share of the Corporation's then-outstanding shares of Common Stock shall be converted and reconstituted into 0.6125 shares of Common Stock (the "Reverse Stock Split"). All share amounts, amounts per share and per share numbers set forth in this Amended and Restated Certificate of Incorporation have been appropriately adjusted to reflect the Reverse Stock Split. No fractional shares shall be issued upon the combination and reconstitution of the Common Stock. In lieu of any fractional shares resulting from the Reverse Stock Split (after aggregation of all shares of Common Stock held by a holder), the Corporation shall round the aggregate number of such shares to which each holder would otherwise be entitled to the nearest greater whole number.

(B) **Classes of Stock.** The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is twenty million (20,000,000) shares, each with a par value of \$0.0001 per share. Fifteen million (15,000,000) shares shall be Common Stock and five million (5,000,000) shares shall be Preferred Stock.

(C) **Rights, Preferences and Restrictions of Preferred Stock.** The Preferred Stock authorized by this Amended and Restated Certificate of Incorporation may be issued from time to time in one or more series. The first series of Preferred Stock shall be designated "Series A Preferred Stock" and shall consist of five million (5,000,000) shares. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Preferred Stock are as set forth below in this Article IV(C).

1. **Dividend Provisions.** The holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the Common Stock of the Corporation, at the rate of \$0.08 per share (as adjusted for any stock split, dividend, combination or other recapitalization with respect to such shares) per annum on each outstanding share of Series A Preferred Stock, payable quarterly when, as and if declared by the Board of Directors. Such dividends shall not be cumulative.

2. **Liquidation.**

(a) **Preference.** In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to \$1.00 per share (as adjusted for any stock split, dividend, combination or other recapitalization with respect to such shares) for each share of Series A Preferred Stock then held by them, plus declared but unpaid dividends. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then, the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) **Remaining Assets.** Upon the completion of the distribution required by Section 2(a) above, the remaining assets of the Corporation available for distribution to stockholders shall be distributed among the holders of the Series A Preferred Stock and the Common Stock pro rata based on the number of shares of Common Stock held by each (assuming conversion at the Conversion Price (as defined in Section 4(a) below) then in effect of all such Series A Preferred Stock) until the holders of the Series A Preferred Stock shall have



received an aggregate of \$3.00 per share (as adjusted for any stock split, dividend, combination or other recapitalization with respect to such shares) of Series A Preferred Stock (including amounts paid pursuant to Section 2(a) above); thereafter, if assets remain in the Corporation, the holders of the Common Stock of the Corporation shall receive all of the remaining assets of the Corporation pro rata based on the number of shares of Common Stock held by each.

(c) Certain Acquisitions.

(i) Deemed Liquidation. For purposes of this Section 2, a liquidation, dissolution, or winding up of the Corporation shall be deemed to occur if the Corporation shall sell, convey, or otherwise dispose of all or substantially all of its property or assets or merge with or into or consolidate with any other corporation (other than a wholly-owned subsidiary of the Corporation), provided that this Section 2(c)(i) shall not apply to a merger effected exclusively for the purpose of changing the domicile of the Corporation, to an equity financing in which the Corporation is the surviving corporation, or to a transaction in which the stockholders of the Corporation immediately prior to the transaction own 50% or more of the voting power of the surviving corporation following the transaction.

(ii) Valuation of Consideration. In the event of a deemed liquidation as described in Section 2(c)(i) above, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability:

(1) If traded on a securities exchange or The Nasdaq Stock Market, the value shall be based on a formula approved in good faith by the Board of Directors and derived from the closing prices of the securities on such exchange or Nasdaq over a specified time period;

(2) If actively traded over-the-counter, the value shall be based on a formula approved in good faith by the Board of Directors and derived from the closing prices of the securities on such exchange or Nasdaq over a specified time period; and

(3) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in Section 2(c)(ii)(A) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

(iii) Notice of Transaction. The Corporation shall give each holder of record of Series A Preferred Stock written notice of such impending transaction not

later than ten (10) days prior to the stockholders' meeting called to approve such transaction, or ten (10) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than ten (10) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after the Corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of Series A Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least a majority of the voting power of all then outstanding shares of such Series A Preferred Stock.

(iv) Effect of Noncompliance. In the event the requirements of this Section 2(c) are not complied with, the Corporation shall forthwith either cause the closing of the transaction to be postponed until such requirements have been complied with, or cancel such transaction, in which event the rights, preferences and privileges of the holders of the Series A Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in Section 2(c)(iii) hereof.

3. Redemption. The Series A Preferred Stock is not redeemable.

4. Conversion. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Subject to Section 4(c), each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$1.00 by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of the Series A Preferred Stock (the "Conversion Price") shall initially be \$1.00 per share. Such initial Conversion Price shall be subject to adjustment as set forth in Section 4(d).

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price in effect at the time immediately upon the earlier of (i) except as provided below in Section 4(c), the Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), the public offering price of which is not less than \$2.00 per share (as adjusted for any stock split, dividend, combination or other recapitalization with respect to such shares) and which results in aggregate cash proceeds to the Corporation of \$15,000,000 (net of underwriting discounts and commissions) or (ii) the date specified by written consent or agreement of the holders of a majority of the then outstanding shares of Series A Preferred Stock.

(c) Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act the conversion may, at the option of any holder tendering such Series A Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive Common Stock upon conversion of Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Series A Preferred Stock shall be subject to adjustment from time to time as follows:

(i) Issuance of Additional Stock below Conversion Price . If the Corporation shall issue, after the date upon which any shares of Series A Preferred Stock were first issued (the "Purchase Date" with respect to such series), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for such series in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall automatically be adjusted as set forth in this Section 4(d)(i), unless otherwise provided in this Section 4(d)(i).

(A) Adjustment Formula. Whenever the Conversion Price is adjusted pursuant to this Section 4(d)(i), the new Conversion Price shall be determined by multiplying the Conversion Price then in effect by a fraction, (x) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (the "Outstanding Common") plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Conversion Price; and (y) the denominator of which shall be the number of shares of Outstanding Common plus the number of shares of such Additional Stock (as defined below). For purposes of the foregoing calculation, the term "Outstanding Common" shall include shares of Common Stock deemed issued pursuant to Section 4(d)(i)(E) below.

(B) Definition of "Additional Stock". For purposes of this Section 4(d)(i), "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4(d)(i)(E)) by the Corporation after the Purchase Date other than

(1) Common Stock issued pursuant to stock dividends, stock splits or similar transactions, as described in Section 4(d)(ii) hereof;

(2) Shares of Common Stock or options or warrants therefor issuable or issued to employees, consultants or directors of the Corporation pursuant to stock option or stock purchase plans or agreements provided that such plans or agreements are approved by the Board of Directors of the Corporation including at least one Board representative of the holders of Series A Preferred Stock;

(3) Capital stock, or options or warrants to purchase capital stock, issued to financial institutions, lessors, brokers or similar persons in connection with commercial credit arrangements, equipment financings, commercial property lease transactions or similar transactions provided that such issuances are approved by the Board of Directors of the Corporation;

(4) Shares of Common Stock or Preferred Stock issuable upon exercise or conversion of warrants or notes or other rights to acquire securities of the Corporation outstanding as of the date of this Amended and Restated Certificate of Incorporation;

(5) Capital stock or warrants or options to purchase capital stock issued in connection with bona fide acquisitions, mergers or similar transactions, provided that such issuances are approved by the Board of Directors of the Corporation;

(6) Shares of Common Stock issued or issuable upon conversion of the Series A Preferred Stock; and

(7) Capital stock or options or warrants to purchase capital stock issued to strategic investors or partners in transactions where the primary purpose is other than the raising of capital provided that such issuances are approved by the Board of Directors of the Corporation.

(C) No Fractional Adjustments. No adjustment of the Conversion Price for the Series A Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward.

(D) Determination of Consideration. In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof. In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined in good faith by the Board of Directors irrespective of any accounting treatment.

(E) Deemed Issuances of Common Stock. In the case of the issuance (whether before, on or after the applicable Purchase Date) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 4(d)(i):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Section 4(d)(i)(D)), if any, received by the Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Section 4(d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution

provisions thereof, the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities which remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 4(d)(i)(E)(1) and 4(d)(i)(E)(2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 4(d)(i)(E)(3) or 4(d)(i)(E)(4).

(F) No Increased Conversion Price. Notwithstanding any other provisions of this Section 4(d)(i), except to the limited extent provided for in Sections 4(d)(i)(E)(3) and 4(d)(i)(E)(4), no adjustment of the Conversion Price pursuant to this Section 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(ii) Stock Splits and Dividends. In the event the Corporation should at any time or from time to time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock without a corresponding split or subdivision of the outstanding shares of Series A Preferred Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series A Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 4 (d)(i)(E).

(iii) Reverse Stock Splits. If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock without a corresponding combination of the outstanding shares of Series A Preferred Stock, then, following the record date of such combination, the Conversion Price for the Series A Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4(d)(ii), then, in each such case for the purpose of this Section 4(e), the holders of Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

(f) Reclassifications. If at any time or from time to time there shall be a reclassification of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or Section 2) provision shall be made so that the holders of the Series A Preferred Stock shall thereafter be entitled to receive upon conversion of such Series A Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such reclassification. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of such Series A Preferred Stock after the reclassification to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of such Series A Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(g) No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation (except in accordance with Section 6 hereof and applicable law) or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of Series A Preferred Stock against impairment.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Series A Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded down to the nearest whole share. The number of shares issuable

upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Series A Preferred Stock pursuant to this Section 4, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for the Series A Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of the Series A Preferred Stock.

(i) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series A Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred Stock, in addition to such other remedies as shall be available to the holder of Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation.

(k) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.



## 5. Voting Rights.

(a) The holder of each share of Series A Preferred Stock shall have the right to one vote for each share of Common Stock into which such Series A Preferred Stock could then be converted at the Conversion Price then in effect, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of the Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted at the Conversion Price then in effect) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) The Board of Directors of the Corporation shall consist of five (5) members. Notwithstanding any provisions of Section 5(a) above to the contrary, at each meeting of stockholders at which members of the Board of Directors are to be elected, or whenever members of the Board of Directors are to be elected by written consent of the stockholders, (i) the holders of the Series A Preferred Stock, voting as a class, shall be entitled to elect two (2) members of the Board of Directors, (ii) the holders of the Common Stock, voting as a class, shall be entitled to elect two (2) members of the Board of Directors, and (iii) the holders of the Common Stock and Series A Preferred Stock, voting together as a single class, shall be entitled to elect one (1) member of the Board of Directors.

## 6. Protective Provisions.

(a) So long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock:

(i) effect a transaction described in Section 2(c)(i) above;

(ii) amend or repeal any provision of this Amended and Restated Certificate if such action would materially and adversely alter or change the rights, preferences or privileges of the shares of Series A Preferred Stock or change the number of authorized directors of the Corporation;

(iii) increase or decrease (other than by conversion) the total number of authorized shares of Series A Preferred Stock;

(iv) authorize the issuance of shares of any class of stock, having a preference over, or being on a parity with, the Series A Preferred Stock with respect to dividends, or upon liquidation; or

(v) declare or pay any dividend on Common Stock or redeem, purchase or otherwise acquire (or pay into or set funds aside for a sinking fund for such purpose) any share or shares of Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, or through the exercise of any right of first refusal.

(b) Without approval of a majority of the members of the Board, which majority shall include one Board representative of the holders of Series A Preferred Stock, the Corporation will not (i) make any expenditures or commit to make any expenditures in excess of \$500,000, (ii) enter into a loan agreement with any officer of the Corporation, or (iii) enter into any other transaction with any officer of the Corporation which will result in expenditures by the Corporation of greater than \$100,000.

7. Status of Converted Stock. In the event any shares of Series A Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be issuable by the Corporation. The Certificate of Incorporation of the Corporation shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

(C) Common Stock.

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation shall be distributed as provided in Section 2 of Article IV(B).

3. Redemption. The Common Stock is not redeemable.

4. Voting Rights. Each holder of Common Stock shall have the right to one vote per share of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE V

The Board of Directors of the Corporation is expressly authorized to make, alter or repeal Bylaws of the Corporation.

## ARTICLE VI

Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

## ARTICLE VII

(A) To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

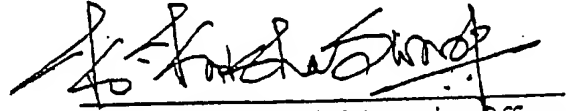
(B) The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

(C) Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision."

\* \* \*

The foregoing Amended and Restated Certificate of Incorporation has been duly adopted by this corporation's Board of Directors and stockholders in accordance with the applicable provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

Executed at Santa Clara, California, on April 20, 2001.

  
Krishna Kolluri, Chief Executive Officer

**ASSIGNMENT DOCUMENTS**

**FROM DANASTREET TECHNOLOGIES, INC.  
TO NEOTERIS, INC.**

Inventor(s): NEOTERIS, INC.

Appln. No.: 09/706,181; 09/706,182;  
09/706,297 and 09/706,296

Working Atty: PAH

Date: December 1, 2004

Docket No.: 0023-0216; 0023-0217; 0023-0218  
and 0023-0219

---

The following was/were received in the U.S. Patent and Trademark Office on the date stamped hereon:

- ☒ Check for \$ 160.00 is enclosed
- ☒ Assignment Recordation (PTO-1595)
- ☒ Copy of Amendment of Amended and Restated Certificate of Incorporation of Danastreet Technologies, Inc. (2 pages)

**CUSTOMER NUMBER: 44987**



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
RECORDATION FORM COVER SHEET  
PATENTS ONLY

Attorney's Docket Nos. 0023-0216; 0023-0217; 0023-0218 and 0023-0219

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):  
DANASTREET TECHNOLOGIES, INC.

Additional name(s) of conveying party(ies) attached?  
☐ Yes ☒ No

3. Nature of conveyance:  
☐ Assignment ☐ Merger  
☐ Security Agreement ☒ Change of Name

Other:

Execution Date: September 18, 2001

2. Name and address of receiving party(ies):

Name: NEOTERIS, INC.

Address: 161 East Evelyn Avenue  
Mountain View, California 94041

Additional name(s) &amp; address(es) attached?

☐ Yes☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/706,181

09/706,182

09/706,297

09/706,296

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence should be mailed:

Name: Paul A. Harrity

Address: HARRITY & SNYDER, L.L.P.  
11240 Waples Mill Road  
Suite 300  
Fairfax, Virginia 22030

CUSTOMER NUMBER: 44987

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41): \$160.00

☒ Enclosed☐ Authorization to be charged to deposit account, if necessary.

8. Deposit account number:

50-1070

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

Paul A. Harrity

Name of Person Signing

Reg. No. 39,574

Signature

December 1, 2004

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
220 20<sup>th</sup> Street S.  
Customer Window, Mail Stop Assignment Recordation Services  
Crystal Plaza Two, Lobby, Room 1B03  
Arlington, Virginia 22202

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

---

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DANASTREET TECHNOLOGIES, INC.", CHANGING ITS NAME FROM "DANASTREET TECHNOLOGIES, INC." TO "NEOTERIS, INC.", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3242965 8100

010468733

AUTHENTICATION: 1353773

DATE: 09-21-01



**CERTIFICATE OF AMENDMENT OF  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION**

**OF**

**DANASTREET TECHNOLOGIES, INC.**

The undersigned, Krishna Kolluri and Mark A. Medearis, hereby certify that:

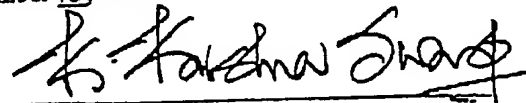
1. Krishna Kolluri is duly elected and acting Chief Executive Officer and Mark A. Medearis is duly elected and acting Secretary of DanaStreet Technologies, Inc., a Delaware corporation.
2. The Certificate of Incorporation of this corporation was originally filed with the Delaware Secretary of State on June 16, 2000, under the name of DanaStreet Internet, Inc., and this corporation subsequently changed its name to DanaStreet Technologies, Inc. on April 20, 2001 by filing an Amended and Restated Certificate of Incorporation.
3. Pursuant to Section 242 of the General Corporation Law of the State of Delaware, this Certificate of Amendment of Certificate of Incorporation amends Article I of this corporation's Certificate of Incorporation to read in its entirety as follows:

**"ARTICLE I**

The name of the corporation is Neoteris, Inc. (the "Corporation")."

4. The foregoing Certificate of Amendment has been duly adopted by this corporation's Board of Directors and stockholders in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Executed at Sunnyvale, California, on September 18, 2001.

  
\_\_\_\_\_  
Krishna Kolluri, Chief Executive Officer

  
\_\_\_\_\_  
Mark A. Medearis, Secretary

**ASSIGNMENT DOCUMENTS**

**FROM NEOTERIS, INC. TO  
NETSCREEN SSL, INC.**

Inventor(s): Netscreen SSL, Inc.

Appln. No.: 10/456,354; 09/706,181  
09/706,182; 09/706,297; 09/706,296;  
10/060,792; 10/060,525 and 10/410,619

Working Atty: PAH

Date: December 2, 2004

Docket No.: 0023-0215; 0023-0216; 0023-0217  
0023-0218; 0023-0219; 0023-0220  
0023-0221 and 0023-0222

The following was/were received in the U.S. Patent and Trademark Office on the date stamped hereon:

- ☒ Check for \$ 320.00 is enclosed
- ☒ Assignment Recordation (PTO-1595)
- ☒ Copy of Certificate of Merger of Neon Acquisition Corp. with and Into Neoteris, Inc. and Exhibit A - Amended and Restated Certificate of Incorporation of Netscreen SSL, Inc.



**CUSTOMER NUMBER: 44987**

**U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
RECORDATION FORM COVER SHEET  
PATENTS ONLY**

Attorney's Docket Nos. 0023-0215; 0023-0216; 0023-0217; 0023-0218

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):  
NEOTERIS, INC.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Security Agreement☒ Merger☐ Change of Name

Other:

Execution Date: November 14, 2003

2. Name and address of receiving party(ies):

Name: NETSCREEN SSL, INC.

Address: 940 Stewart Drive  
Sunnyvale, California 94085

Additional name(s) &amp; address(es) attached?

☐ Yes☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/456,354

09/706,181

09/706,182

09/706,297

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence should be mailed:

Name: Paul A. Harrity

Address: HARRITY & SNYDER, L.L.P.  
11240 Waples Mill Road  
Suite 300  
Fairfax, Virginia 22030

CUSTOMER NUMBER: 44987

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41): \$320.00

☒ Enclosed☐ Authorization to be charged to deposit account, if necessary.

8. Deposit account number:

50-1070

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*Paul A. Harrity

Name of Person Signing

Reg. No. 39,574

Signature

December 2, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
220 20<sup>th</sup> Street S.  
Customer Window, Mail Stop Assignment Recordation Services  
Crystal Plaza Two, Lobby, Room 1B03  
Arlington, Virginia 22202

ATTACHMENT TO FORM PTO-1595

Attorney Docket No.	Patent Application No.
0023-0219	09/706,296
0023-0220	10/060,792
0023-0221	10/060,525
0023-0222	10/410,619

# Delaware

PAGE 1

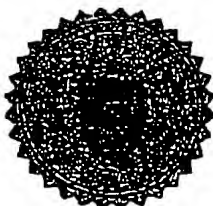
## *The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NEON ACQUISITION CORP.", A DELAWARE CORPORATION,

WITH AND INTO "NEOTERIS, INC." UNDER THE NAME OF "NETSCREEN SSL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTEENTH DAY OF NOVEMBER, A.D. 2003, AT 6:06 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



3242965 8100M

030734658

*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2750988

DATE: 11-14-03

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 06:06 PM 11/14/2003  
FILED 06:06 PM 11/14/2003  
SRV 030734658 - 3242965 FILE

**CERTIFICATE OF MERGER  
OF  
NEON ACQUISITION CORP.  
WITH AND INTO  
NEOTERIS, INC.**

Pursuant to Section 251(c) of the  
General Corporation Law of the State of Delaware

Neoteris, Inc., a Delaware corporation ("*Neoteris*"), does hereby certify to the following facts relating to the merger (the "*Merger*") of Neon Acquisition Corp., a Delaware corporation ("*Sub*"), with and into Neoteris, with Neoteris remaining as the surviving corporation of the Merger (the "*Surviving Corporation*"):

- FIRST: Neoteris is a corporation incorporated pursuant to the General Corporation Law of the State of Delaware (the "*DGCL*"). Sub is a corporation incorporated pursuant to the DGCL. Neoteris and Sub are all of the constituent corporations in the Merger.
- SECOND: An Agreement and Plan of Merger, dated October 3, 2003 (the "*Merger Agreement*") pursuant to which Sub will be merged with and into Neoteris, has been approved, adopted, certified, executed and acknowledged by Neoteris and by Sub in accordance with the provisions of subsection (c) of Section 251 of the DGCL.
- THIRD: The Surviving Corporation of the Merger shall be Neoteris, Inc.
- FOURTH: Upon the effectiveness of the Merger, the Amended and Restated Certificate of Incorporation of Neoteris, Inc., the Surviving Corporation, shall be amended and restated to read in its entirety as set forth in Exhibit A attached hereto, whereby the name of the Surviving Corporation shall be changed to "NetScreen SSL, Inc."
- FIFTH: The executed Merger Agreement is on file at the principal place of business of Neoteris, the Surviving Corporation, at 940 Stewart Drive, Sunnyvale, California 94085.
- SIXTH: A copy of the executed Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation of the Merger.

11/14/2003 17:46 FAX 816 498 0285.....

RMB ENTERPRISES

→ FENWICK PA

004/008

004

IN WITNESS WHEREOF, Neoteris has caused this Certificate of Merger to be executed by its duly authorized officers as of November 14, 2003.

NEOTERIS, INC.

By: /s/ Krishna Kolluri  
Krishna Kolluri,  
*President and Chief Executive Officer*



**EXHIBIT A****AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
NETSCREEN SSL, INC.****ARTICLE I**

The name of the corporation is NetScreen SSL, Inc.

**ARTICLE II**

The address of the registered office of the corporation in the State of Delaware is 15 East North Street, City of Dover, County of Kent, Delaware 19901. The name of its registered agent at that address is Incorporating Services, Ltd.

**ARTICLE III**

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**ARTICLE IV**

The total number of shares of stock which the corporation has authority to issue is One Thousand (1,000) shares, all of which shall be Common Stock, \$0.001 par value per share.

**ARTICLE V**

The Board of Directors of the corporation shall have the power to adopt, amend or repeal Bylaws of the corporation.

**ARTICLE VI**

Election of directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

**ARTICLE VII**

To the fullest extent permitted by law, no director of the corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of

a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

**ASSIGNMENT DOCUMENTS**

**FROM NETSCREEN SSL, INC. TO  
NETSCREEN TECHNOLOGIES, INC.**

Inventor(s): Netscreen Technologies, Inc.

Appln. No.: 10/456,354; 09/706,181  
09/706,182; 09/706,297; 09/706,296;  
10/060,792; 10/060,525 and 10/410,619

Date: December 10, 2004

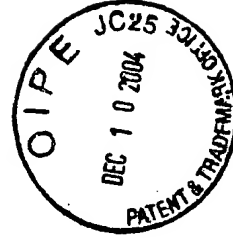
Working Atty: PAH

Docket No.: 0023-0215; 0023-0216; 0023-0217  
0023-0218; 0023-0219; 0023-0220  
0023-0221 and 0023-0222

---

The following was/were received in the U.S. Patent and Trademark Office on the date stamped hereon:

- ☒ Check for \$ 320.00 is enclosed
- ☒ Assignment Recordation (PTO-1595)
- ☒ Assignment and Exhibit A to Assignment

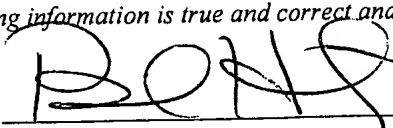
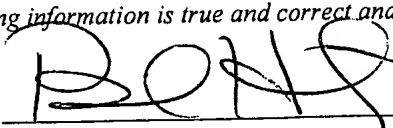
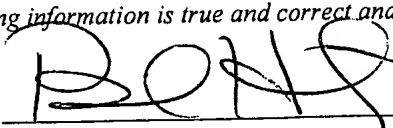


**CUSTOMER NUMBER: 44987**

**U.S. DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

Attorney's Docket No. 0023-0215; 0023-0216; 0023-0217; 0023-0218; 0023-0219; 0023-0220; 0023-0221 and  
0023-0222

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies) thereof.

<b>1. Name of conveying party(ies):</b> Netscreen SSL, Inc.  <b>Additional name(s) of conveying party(ies) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b>  Name: Netscreen Technologies, Inc.  Address: 805 11 <sup>th</sup> Avenue Building 3 Sunnyvale, California 94089  <b>Additional name(s) &amp; address(es) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  Other:  Execution Date: <u>December 7, 2004</u>							
<b>4. Application number(s) or patent number(s):</b>  If this document is being filed together with a new application, the execution date of the application is: <table border="0"><tr><td>A. Patent Application No.(s)</td><td>B. Patent No.(s)</td></tr></table> <b>Additional numbers attached?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				A. Patent Application No.(s)	B. Patent No.(s)		
A. Patent Application No.(s)	B. Patent No.(s)						
<b>5. Name and address of party to whom correspondence should be mailed:</b>  Name: Paul A. Harrity  Address: HARRITY & SNYDER, L.L.P. 11240 Waples Mill Road Suite 300 Fairfax, Virginia 22030  <b>CUSTOMER NUMBER: 44987</b>		<b>6. Total number of applications and patents involved: 1</b>  <b>7. Total fee (37 CFR 3.41): \$320.00</b>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorization to be charged to deposit account, if necessary.  <b>8. Deposit account number:</b>  50-1070					
<b>DO NOT USE THIS SPACE</b>							
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document</i>  <table border="0"><tr><td><u>Paul A. Harrity</u> Name of Person Signing</td><td>Reg. No. <u>39,574</u></td><td> Signature</td><td><u>December 10, 2004</u> Date</td></tr></table> <b>Total number of pages including cover sheet, attachments, and document: 4</b>				<u>Paul A. Harrity</u> Name of Person Signing	Reg. No. <u>39,574</u>	 Signature	<u>December 10, 2004</u> Date
<u>Paul A. Harrity</u> Name of Person Signing	Reg. No. <u>39,574</u>	 Signature	<u>December 10, 2004</u> Date				

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
220 20<sup>th</sup> Street S.  
Customer Window, Mail Stop Assignment Recordation Services  
Crystal Plaza Two, Lobby, Room 1B03  
Arlington, Virginia 22202

## ASSIGNMENT

**WHEREAS, NETSCREEN SSL, INC.**, a corporation having a principle place of business at 940 Stewart Drive, Sunnyvale, California 94085, (hereinafter referred to as "Assignor") owns all rights, title and interests in and to certain patents and patent applications identified in Exhibit A attached hereto; and

**WHEREAS, NETSCREEN TECHNOLOGIES, INC.**, a corporation having a principal place of business at 805 11<sup>th</sup> Avenue, Building 3, Sunnyvale, California 94089, (hereinafter referred to as "Assignee") is desirous of acquiring the entire domestic and foreign rights, title, and interest in and under the Intellectual Property (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns, pursuant to the terms of a concurrently or previously executed Asset Purchase Agreement, its full and exclusive rights, title and interests to those patents and applications identified as such in Exhibit A hereto, and (i) all U.S. and foreign patents and patent applications that claim priority to such identified patents and applications and all U.S. and foreign patents and applications to which such identified patents and applications relate or claim priority, (ii) any provisionals, continuations, continuations-in-part, divisions, reissue applications, extensions, Patent Cooperation Treaty applications, or derivatives of any of the foregoing, both foreign and domestic, and (iii) all patentable inventions, in the U.S. and every foreign country, described or embodied in any of the foregoing, (the "Intellectual Property") and does hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee in accordance with the terms of this assignment document. Such full and exclusive rights shall include, without limitation, the right to sue upon and otherwise enforce the Intellectual Property and to recover all past damages and other potential relief arising from infringement of the Intellectual Property assigned by this Agreement.

**ASSIGNOR HEREBY AUTHORIZES** the Assignee to insert in Exhibit A to this assignment document the filing date and application number of any application if the date and

number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the Intellectual Property in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications.

IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand on the date shown below to signify its acceptance of this Assignment.

Acceptance by Assignor:

NETSCREEN SSL, INC.

By: Mitchell Gaynor  
Mitchell Gaynor

Title: Vice President

Date: December 7, 2004

### Exhibit A to Assignment

All U.S. and foreign patents and patent applications currently assigned to Assignor, under an obligation to assign to Assignor, or in which Assignor has an ownership interest, including specifically the following identified patents and patent applications.

#### PENDING NETSCREEN SSL, INC. APPLICATIONS

Title	Serial No.	Filing Date	Country/Region
Method and System for Providing Secure Access to Private Networks	10/456,354	6/5/2003	U.S.
Method and System for Requesting and Providing Content from Server to Client via an Intermediary Server	09/706,181	11/3/2000	U.S.
Method and System for Modifying Requests for Remote Resources	09/706,182	11/3/2000	U.S.
Method and System for Modifying Script Portions of Requests for Remote Resources	09/706,297	11/3/2000	U.S.
Dynamic Toolbar for Markup Language Document	09/706,296	11/3/2000	U.S.
Method and System for Providing Secure Access to Private Networks	10/060,792	1/29/2002	U.S.
Method and System for Providing Secure Remote Access to Email Resources on Private Networks	10/060,525	1/29/2002	U.S.
Method and System for Providing Secure Access to Private Networks with Client Redirection	10/410,619	4/8/2003	U.S.
Method and System for Providing Secure Remote Access to Email Resources on Private Networks	02825046.X	6/14/2004	CHINA
Method and System for Providing Secure Remote Access to Email Resources on Private Networks	02782250.1	6/1/2004	EP
Method and System for Providing Secure Remote Access to Email Resources on Private Networks	161735	5/2/2004	ISRAEL
Method and System for Providing Secure Remote Access to Email Resources on Private Networks	1198/CHENP/2004	5/31/2004	INDIA



# **ASSIGNMENT DOCUMENTS**

**FROM NETSCREEN TECHNOLOGIES, INC.  
TO JUNIPER NETWORKS, INC.**

Inventor(s): Juniper Networks, Inc.

Docket No.: 0023-0204; 0023-0214; 0023-0215;  
0023-0216; 0023-0217; 0023-0218; 0023-0219;  
0023-0220; 0023-0221 and 0023-0222

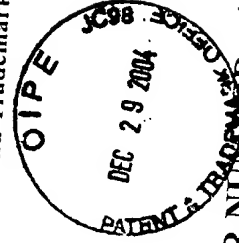
Working Atty: PAH

Appln. No.: 09/967,878; 10/765,676;  
10/456,354; 09/706,181 09/706,182;  
09/706,297; 09/706,296; 10/060,792;  
10/060,525 and 10/410,619

Date: December 29, 2004

The following was/were received in the U.S. Patent and Trademark Office on the date stamped hereon:

- ☒ Check for \$ 400.00 is enclosed
- ☒ Assignment Recordation (PTO-1595)
- ☒ Assignment and Exhibit A to Assignment



CUSTOMER NUMBER: 44987

**U.S. DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

Attorney's Docket No. 0023-0204; 0023-0214; 0023-0215; 0023-0216; 0023-0217; 0023-0218; 0023-0219;  
0023-0220; 0023-0221 and 0023-0222

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies) thereof.

## 1. Name of conveying party(ies):

Netscreen Technologies, Inc.

## Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Security Agreement☐ Merger☐ Change of Name

Other:

Execution Date: December 28, 2004

## 2. Name and address of receiving party(ies):

Name: Juniper Networks, Inc.

Address: 1194 North Mathilda Avenue  
Sunnyvale, California 94089-1206

## Additional name(s) &amp; address(es) attached?

☐ Yes☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence should be mailed:

Name: Paul A. Harrity

Address: HARRITY & SNYDER, L.L.P.  
11240 Waples Mill Road  
Suite 300  
Fairfax, Virginia 22030

CUSTOMER NUMBER: 44987

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41): \$400.00

☒ Enclosed☐ Authorization to be charged to deposit account, if necessary.

## 8. Deposit account number:

50-1070

DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

Paul A. Harrity

Name of Person Signing

Reg. No. 39,574

Signature

December 29, 2004

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
220 20<sup>th</sup> Street S.  
Customer Window, Mail Stop Assignment Recordation Services  
Crystal Plaza Two, Lobby, Room 1B03  
Arlington, Virginia 22202

## ASSIGNMENT

**WHEREAS, NETSCREEN TECHNOLOGIES, INC.**, a corporation having a principle place of business at 805 11<sup>th</sup> Avenue, Building 3, Sunnyvale, California 94089, (hereinafter referred to as "Assignor") owns all rights, title and interests in and to certain patents and patent applications identified in Exhibit A attached hereto; and

**WHEREAS, JUNIPER NETWORKS, INC.**, a corporation having a principal place of business at 1194 North Mathilda Avenue, Sunnyvale, California 94089-1206, (hereinafter referred to as "Assignee") is desirous of acquiring the entire domestic and foreign rights, title, and interest in and under the Intellectual Property (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns, pursuant to the terms of a concurrently or previously executed Asset Purchase Agreement, its full and exclusive rights, title and interests to those patents and applications identified as such in Exhibit A hereto, and (i) all U.S. and foreign patents and patent applications that claim priority to such identified patents and applications and all U.S. and foreign patents and applications to which such identified patents and applications relate or claim priority, (ii) any provisionals, continuations, continuations-in-part, divisions, reissue applications, extensions, Patent Cooperation Treaty applications, or derivatives of any of the foregoing, both foreign and domestic, and (iii) all patentable inventions, in the U.S. and every foreign country, described or embodied in any of the foregoing, (the "Intellectual Property") and does hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee in accordance with the terms of this assignment document. Such full and exclusive rights shall include, without limitation, the right to sue upon and otherwise enforce the Intellectual Property and to recover all past damages and other potential relief arising from infringement of the Intellectual Property assigned by this Agreement.

ASSIGNOR HEREBY AUTHORIZES the Assignee to insert in Exhibit A to this assignment document the filing date and application number of any application if the date and number are unavailable at the time this document is executed.

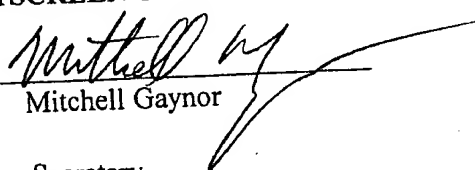
UPON SAID CONSIDERATION, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the Intellectual Property in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications.

IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand on the date shown below to signify its acceptance of this Assignment.

Acceptance by Assignor:

NETSCREEN TECHNOLOGIES, INC. .

By:

  
Mitchell Gaynor

Title: Secretary

Date:

Dec. 28, 2004

### Exhibit A to Assignment

All U.S. and foreign patents and patent applications currently assigned to Assignor, under an obligation to assign to Assignor, or in which Assignor has an ownership interest, including specifically the following identified patents and patent applications.

#### PENDING NETSCREEN TECHNOLOGIES, INC. APPLICATIONS

Attorney Docket No.	Title	Serial No.	Filing Date	Country/Region
0023-0204	Method and Apparatus for Implementing a Layer 3/Layer 7 Firewall in an L2 Device	09/967,878	09/28/2001	U.S.
0023-0204AU	Method and Apparatus for Implementing a Layer 3/Layer 7 Firewall in an L2 Device	2002327757	4/27/2004	Australia
0023-0204CA	Method and Apparatus for Implementing a Layer 3/Layer 7 Firewall in an L2 Device	2461866	3/25/2004	Canada
0023-0204CN	Method and Apparatus for Implementing a Layer 3/Layer 7 Firewall in an L2 Device	02821387.4	4/27/2004	China
0023-0204EP	Method and Apparatus for Implementing a Layer 3/Layer 7 Firewall in an L2 Device	02763764.4	4/20/2004	Europe

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Attorney Docket No.	Title	Serial No.	Filing Date	Country/Region
0023-0204IL	Method and Apparatus for Implementing a Layer 3/Layer 7 Firewall in an L2 Device	161112	3/25/2004	Israel
0023-0204IN	Method and Apparatus for Implementing a Layer 3/Layer 7 Firewall in an L2 Device	632/CHENP/2004	3/26/2004	India
0023-0204JP	Method and Apparatus for Implementing a Layer 3/Layer 7 Firewall in an L2 Device	2003-533141	3/29/2004	Japan
0023-0207PCT	Intelligent Integrated Network Security Device	PCT/2004/009607	3/29/2004	WIPO
0023-0208PCT	Attack Database Structure	PCT/US2004/010389	4/2/2004	WIPO
0023-0209CN	Multi-Method Gateway-Based Network Security Systems and Methods	03807911.9	10/8/2004	China
0023-0209EP	Multi-Method Gateway-Based Network Security Systems and Methods	03710901.4	9/6/2004	Europe
0023-0209IL	Multi-Method Gateway-Based Network Security Systems and Methods	163329	8/3/2004	Israel

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#### PENDING NETSCREEN TECHNOLOGIES, INC. APPLICATIONS

Attorney Docket No.	Title	Serial No.	Filing Date	Country/Region
0023-0209JP	Multi-Method Gateway-Based Network Security Systems and Methods	2003-567028	8/6/2004	Japan
0023-0214	Wireless Firewall with Tear Down Messaging	10/765,676	1/26/2004	U.S.
0023-0215	Method and System for Providing Secure Access to Private Networks	10/456,354	6/5/2003	U.S.
0023-0215PCT	Method and System for Providing Secure Access to Private Networks	PCT/US2003/017934	6/5/2003	WIPO
0023-0216	Method and System for Requesting and Providing Content from Server to Client via an Intermediary Server	09/706,181	11/3/2000	U.S.
0023-0217	Method and System for Modifying Requests for Remote Resources	09/706,182	11/3/2000	U.S.



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#### PENDING NETSCREEN TECHNOLOGIES, INC. APPLICATIONS

Attorney Docket No.	Title	Serial No.	Filing Date	Country/Region
0023-0218	Method and System for Modifying Script Portions of Requests for Remote Resources	09/706,297	11/3/2000	U.S.
0023-0219	Dynamic Toolbar for Markup Language Document	09/706,296	11/3/2000	U.S.
0023-0220	Method and System for Providing Secure Access to Private Networks	10/060,792	1/29/2002	U.S.
0023-0221	Method and System for Providing Secure Remote Access to Email Resources on Private Networks	10/060,525	1/29/2002	U.S.
0023-0221CN	Method and System for Providing Secure Access to Resources on Private Networks	02825046.X	6/14/2004	CHINA
0023-0221EP	Method and System for Providing Secure Access to Resources on Private Networks	02782250.1	6/1/2004	EP
0023-0221IL	Method and System for Providing Secure Access to Resources on Private Networks	161735	5/2/2004	ISRAEL

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#### PENDING NETSCREEN TECHNOLOGIES, INC. APPLICATIONS

Attorney Docket No.	Title	Serial No.	Filing Date	Country/Region
0023-0221IN	Method and System for Providing Secure Access to Resources on Private Networks	1198/CHENP/2004	5/31/2004	INDIA
0023-0222	Method and System for Providing Secure Access to Private Networks with Client Redirection	10/410,619	4/8/2003	U.S.
0023-0222PCT	Method and System for Providing Secure Access to Private Networks with Client Redirection	PCT/US2004/11339	4/8/2004	WIPO